

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11070

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Multi-Party Agreement: Kaiser Foundation Hospitals, Dignity Health, Los Angeles County Department of Health

2. The term of this Agreement is:

START DATE

03/31/2020

THROUGH END DATE

09/30/2020

3. The maximum amount of this Agreement is:

\$500,000,000.00

Five Hundred Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	19
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Dignity Health

CONTRACTOR BUSINESS ADDRESS

185 Berry Street, Suite 300

CITY

San Francisco

STATE

CA

ZIP

94107

PRINTED NAME OF PERSON SIGNING

Joan Beach

TITLE

System Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

April 4, 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

April 6, 2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102 & Executive Order N-25-20-COVID 19

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Kaiser Foundation Hospitals

CONTRACTOR BUSINESS ADDRESS

~~Health Plan One~~, One Kaiser Plaza, 25th Floor

CITY

Oakland

STATE

CA

ZIP

94612

PRINTED NAME OF PERSON SIGNING

Michael D. Rowe

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/1/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/1/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102 & Executive Order N-25-20-COVID 19

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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Health Services

CONTRACTOR BUSINESS ADDRESS

313 North Figueroa Street, Room 901B

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Phillip Franks

TITLE

Hospital Administrator II, Health Services Admin

CONTRACTOR AUTHORIZED SIGNATURE

Phillip W. Franks

DATE SIGNED

1 APR 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Tim Bow

DATE SIGNED

4/1/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102 & Executive Order N-25-20-COVID 19

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (the "Agreement") is entered into as of March 31, 2020 (the "Effective Date") by and between the State of California, as represented by the California Department of Public Health (the "State"), on the one hand, and on the other hand, Kaiser Foundation Hospitals, a California nonprofit public benefit corporation ("KFH"), Dignity Health, a California nonprofit public benefit corporation ("Dignity"), and Los Angeles County Department of Health Services, ("LACDHS"). The State, KFH and Dignity, and LACDHS shall be collectively referred to as the "Parties" and individually as a "Party" provided however LACDHS shall only be a Party with respect to the provisions of Section 5, 7, 8, 9 and 11.

RECITALS

- A. WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "Pandemic");
- B. WHEREAS, in response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25-20 dated March 12, 2020 (collectively, and as may be further expanded from time to time, the "Emergency Declaration and Executive Order");
- C. WHEREAS, all agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order;
- D. WHEREAS, the State of California, through the California Department of Public Health leased the former St. Vincent Medical Center campus located at 2131 West 3rd Street, Los Angeles, CA 90057 (the "Field Hospital") in order to expand the State's capacity to respond to the Pandemic and to provide health care services to patients with COVID-19 or such other services as the Parties may mutually agree;
- E. WHEREAS, the State does not intend for the Field Hospital to have an emergency department or furnish outpatient services, but instead the Field Hospital will serve as a referral hospital receiving patients referred and transported by the LACDHS, such that the Field Hospital will provide inpatient health care services only for patients being tested, monitored, or treated for COVID-19 (the "COVID Services");
- F. WHEREAS the Managers, on behalf of the State will manage, administer and support the Field Hospital, which will be in the nature of an emergency field hospital that will not meet typical hospital standards and that is being operationalized on a limited basis in response to the Pandemic;
- G. WHEREAS, in recognition of the extraordinary circumstances of the Pandemic, the State has agreed to certain protections for the Managers related to financial liability and responsibility for the Field Hospital's operations, the provision of health care services at the Field Hospital and compliance with (or obtaining an exemption from) any and all applicable legal and regulatory requirements;
- H. WHEREAS, the State determined that grounds exist to contract with entities experienced with hospital operations for management, support and advisory services in order to preserve and increase critical health care services, pursuant to the Emergency Declaration and Executive Order;
- I. WHEREAS, KFH and Dignity (each, a "Manager" and collectively the "Managers") are experienced in the business of operating general acute care hospitals and the State desires to retain the Managers pursuant to the authority of the Emergency Declaration and Executive Order, to provide or arrange

for certain designated "Emergency Facility Management Services" (as more specifically defined below) in support and furtherance of the provision of health care services for patients at the Field Hospital;

J. WHEREAS, the Managers have agreed to provide the Emergency Facility Management Services to the State subject to the ultimate authority and responsibility of the State;

K. WHEREAS, the Managers shall use Good Faith Efforts to assist the Field Hospital and the State in quantifying the need for, locating and arranging for necessary equipment, supplies, and staffing, but shall not be obligated to provide any of the equipment, supplies, or staffing that Managers use in and procure for their separate organizations and operations;

L. WHEREAS, the Managers desire to provide the Emergency Facility Management Services for the Field Hospital in furtherance of their respective charitable missions and in an effort to lessen the burdens of the communities they serve and the State in dealing with the Pandemic;

M. WHEREAS, the State acknowledges that each of the Managers has responsibility to carry out their respective obligations in their ongoing business enterprises to provide and arrange health care services to its members and patients and that each is incurring unexpected costs and resource demands in connection with the Pandemic;

N. WHEREAS, in light of the foregoing, the State acknowledges that the Managers are entering into this Agreement based on and in reliance on the understanding that the State will pay for all costs incurred by the Managers and protect them from liabilities as described in this Agreement related to this Agreement and the Field Hospital, including but not limited to liabilities arising at any time related to the operation of the Field Hospital under this Agreement.

O. WHEREAS, since this Agreement is being entered into in connection with the Pandemic, it is a short-term Agreement and not intended for the long-term operation and management of the Field Hospital, but rather is intended for the Managers to provide Emergency Facility Management Services in connection with the Field Hospital on a temporary basis and subject to the availability of staffing, equipment and supplies, all on the terms and conditions set forth in this Agreement.

O. WHEREAS, the Parties wish to document their Agreement with respect to the provision of such Emergency Facility Management Services between the Managers and the State;

NOW, THEREFORE, in consideration of the facts referenced above and the covenants contained herein, it is hereby agreed as follows (and capitalized terms not defined in the body of this Agreement have the meaning ascribed in the definitions on Schedule 1 attached hereto):

1. Term.

1.1 The term of this Agreement shall commence on the Effective Date and shall terminate on the four (4) month anniversary of the Effective Date (the "Term"), unless earlier terminated as provided below or extended by mutual agreement of the Parties in writing. On or before the date that is 90 days after the Effective Date, the Parties shall meet and confer in Good Faith as to whether to extend this Agreement and the terms of such extension as well as to agree upon the process for wind-down of operations and placement of remaining patients upon expiration.

1.2 Either the State, or the Managers (jointly) may terminate this Agreement at any time without cause on ten (10) days' notice to the other.

1.3 The State shall be ultimately responsible for winding down of Field Hospital operations; however, Managers will use Good Faith Efforts to cooperate with the State in the wind-down, including determining the plan for the transfer of patients, as needed. Managers shall be compensated for any such wind-down services they perform following the expiration of the term in accordance with the compensation provisions set forth in Exhibit A (which compensation obligation shall survive notwithstanding the expiration or earlier termination of this Agreement).

2. Management Committee; Operational Plan.

2.1 Management Committee. Managers will form a "Management Committee" responsible for the administration of this Agreement and the coordination of the Emergency Facility Management Services under this Agreement. It is anticipated that the Management Committee will be composed of four persons, two persons representing each of Manager. Each Manager is entitled to designate replacement member(s) in such Manager's sole discretion, upon notice to the other parties' Project Representatives. The Management Committee shall oversee the development and implementation of the Operational Plan and provide advice and support to the Field Hospital Administrators (as defined below).

2.2 Operational Plan. Promptly following execution of the Agreement, the Management Committee shall arrange to complete a Good Faith operational review of the capacity of the Field Hospital to serve as a temporary Field Hospital in response to the Pandemic, including performing an analysis of the organizational, staffing and supply chain needs for the Project, and develop an operational plan to be shared with the State (the "Operational Plan"). The Operational Plan is intended to describe the anticipated operation of the Field Hospital that the Managers determine in Good Faith to be appropriate for COVID Services given all the resources available to the Field Hospital at any particular time, and shall include a plan for providing pharmacy services and IT functionality, and a plan for housing and/storing patient Medical Records after the termination of this Agreement. In developing the Operational Plan, Managers will use Good Faith Efforts to make as many beds available as possible given the Pandemic and the resulting emergency circumstances (the "COVID-19 Emergency") but not to exceed the number permitted by the applicable license (absent a Waiver); provided, however, Managers shall not be required to arrange for any minimum number of beds, it being agreed that Managers shall have the sole right to determine in Good Faith how many beds may be operated at any given time based on all the resources available and the Managers' assessment of the health and safety of patients and staff. The Parties acknowledge the intent to ramp up bed capacity in phases, and the Parties will cooperate with one another to incorporate reasonably requested updates to the Operational Plan from time to time as needs evolve and depending on staffing, supplies and other resources available for use at the Field Hospital.

3. Managers Responsibilities.

3.1 The State, under its ultimate authority and responsibility for the Field Hospital as the lessee of the premises of the Field Hospital does hereby exclusively designate and appoint the Managers to perform the following Emergency Facility Management Services on behalf of the State (it being acknowledged that the Managers are not providers of healthcare services), and the Managers accept such appointment subject to the terms and conditions of this Agreement. In consideration for the Emergency Facility Management Services performed by Managers, the State shall compensate the Managers in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. The Parties acknowledge that the scope of Managers' authority and duties to manage, administer, and support the Field Hospital are limited to the authority and duties set forth in this Agreement, and as may otherwise be limited by applicable law.

3.2 The "Emergency Facility Management Services" include only the following:

3.2.1 Operational Plan and Oversight Management. In addition to the development of the Operational Plan as described above, Managers shall perform Good Faith general oversight to implement the Operational Plan at the Field Hospital.

3.2.2 Assistance with Staffing. Managers will use Good Faith Efforts to assist with staffing as more specifically set forth below. Managers are not required to provide any staff from their respective operations.

3.2.2(a) Selection of Field Hospital Administrators. The Managers will use Good Faith Efforts to mutually agree upon and secure, appoint and determine compensation for a Chief Executive Officer, a Chief Medical Officer, a Chief Nursing Officer and, if the Managers determine is needed, a Chief Operations Officer, for the Field Hospital (collectively, the "Field Hospital Administrators"). The Field Hospital Administrators will report to the Management Committee and will be responsible for the

day-to-day operations of the Field Hospital, and the development and adoption of policies and procedures, including without limitation, visitation rights. The Field Hospital Administrators shall staff and operate the Field Hospital on behalf of the State. The State shall contract for the services of the Field Hospital Administrators at the State's sole cost and expense, including contracting with a Manager or its Related Party for such persons, if applicable.

3.2.2(b) Licensed Healthcare Staff. The Field Hospital Administrators shall arrange for the provision of Licensed Healthcare Staff consisting of licensed practitioners (including physicians) and other advance practice providers (collectively "Licensed Healthcare Staff") for the Field Hospital on behalf of the State. Managers shall provide advice and consultation to the Field Hospital Administrators, as requested.

3.2.2(c) Clinical Staff. The Field Hospital Administrators shall arrange for the provision of Clinical Staff consisting of nurses, technicians and other healthcare providers (collectively "Clinical Staff") for the Field Hospital on behalf of the State. Managers shall provide advice and consultation to the Field Hospital Administrators, as requested.

3.2.2(d) Support Staff. The Field Hospital Administrators shall arrange for the provision of support staff as necessary for the Field Hospital, on behalf of the State. Managers shall provide advice and consultation to the Field Hospital Administrators, as requested.

3.2.2(e) Multi-Disciplinary Quality Committee ("MDQC"). The Field Hospital Administrators will form a Multi-Disciplinary Quality Committee ("MDQC") with responsibility to receive, review and recommend action to the Field Hospital Administrators regarding quality, infection control, and effectiveness of clinical care arising at the Field Hospital. The MDQC is responsible for maintaining the confidentiality of its activities and records, if any, directed towards improving the quality of care at the Field Hospital, which records shall be considered confidential records of a peer review committee protected from disclosure under California Evidence Code section 1157. Due to the exigent circumstances, any reporting obligations, hearing, and procedural requirements of a Quality or Peer Review committee under California and Federal law including but not limited to the California Business & Professions Code section 805, et seq., California Business & Professions Code section 809.1, et seq., the Healthcare Quality Improvement Act of 1986, 42 U.S.C. 11101, et seq., or the guidelines of the National Practitioner Databank shall be waived. Members of the MDQC will be appointed by the Field Hospital Administrators and may include members of the Management Committee and qualified Field Hospital Administrators, such as the Chief Medical Officer and Chief Nursing Officer. The MDQC shall include representation from the major specialties practicing at the Field Hospital, and shall review care and consult with affected Licensed Healthcare Staff and Clinical Staff to the extent practicable, using standards applicable to emergency situations prior to rendering a recommendation to the Field Hospital Administrators.

3.2.2(f) No Waiver of Confidentiality. Nothing in this Agreement shall serve as any waiver of any confidentiality and/or disclosure bars applicable to peer review bodies in California, including but not limited to California Evidence Code section 1157.

3.2.3 Consultation on Procurement of Supplies, Inventory and Equipment. The State shall use best efforts for procuring PPE, other supplies, inventory and Equipment needed for the operation of the Field Hospital, and the Field Hospital Administrators shall cooperate with the State's best efforts to arrange for the provision and replenishment of all supplies, inventory and Equipment for use at the Field Hospital. The Managers shall provide advice and consultation to the State or the Field Hospital Administrators, as requested, provided, however, that the State acknowledges that Managers have their own obligations with respect to PPE, supplies, inventory and Equipment in connection with Managers' respective other health care facilities and operations and Managers have no obligation to allocate to the Field Hospital or to take any actions which may jeopardize a Manager's access to PPE, supplies and inventory, including, without limitation, masks, gowns, other PPE or ventilators or any other items which are or may become in short supply.

3.2.4 Access to the Field Hospital. The Managers shall have full access to the Field Hospital in connection with the Emergency Facility Management Services; provided, however, that the State and its representatives may enter the Field Hospital premises at any time for the purpose of monitoring patient safety, subject to reasonable restrictions for overriding health and safety of the patients and applicable Laws.

4. State's Responsibilities.

The State, under its ultimate authority and responsibility for the Field Hospital as the lessee of the premises of the Field Hospital hereby delegates authority to the Field Hospital Administrators to enter into procurement arrangements for staffing, PPE, supplies, inventory and Equipment in the name of the State on behalf of the State for use at the Field Hospital as more specifically set forth in Section 8 below; provided however, this delegation does not negate the State's obligation to procure critically needed supplies and Equipment, including PPE and ventilators, as these supplies and Equipment become available. The State acknowledges that the scarcity of critically needed supplies and equipment may limit the operation of the Field Hospital. The State's responsibilities as owner of the Field Hospital under this Agreement, include, without limitation:

4.1 Premises. The State shall make the entire premises leased by the State pursuant to the Lease available for the services of the Field Hospital, and for the Managers use in connection with the Managers' performance of this Agreement. The State shall be responsible for delivering the premises in a condition that allows the services contemplated hereunder to be rendered safely. To the extent Managers or Field Hospital Administrators determine that any repairs or improvements are warranted, the Field Hospital Administrators shall arrange for the performance of such repairs or improvements either directly or by contracting with third parties or with a Manager or Managers (if such Manager agrees in its sole discretion), and all expenses incurred by Managers in connection therewith shall be reimbursed to Managers by the State in accordance with the terms of Exhibit A.

4.2 Equipment, PPE, Inventory and Other Supplies. All PPE, inventory and supplies and other needed Equipment shall be procured by the State or by the Field Hospital Administrators on behalf of the State, using best efforts to provide any available supplies, and shall be at the State's sole cost and expense, including, but not limited to, the Existing Equipment. The Parties acknowledge that certain of the Existing Equipment has been decommissioned and will need to be reactivated, and State shall obtain all required Permits or Waivers (as provided below) for the reactivation of the Existing Equipment. Notwithstanding any assistance Managers may provide to Field Hospital Administrators in identifying and negotiating for the procurement of PPE, inventory, supplies and Equipment, the State shall contract directly for such items, and Field Hospital Administrators may enter into such contracts on the State's behalf. The State shall be solely responsible for obtaining all necessary Permits or Waivers for the Equipment (as more specifically set forth below).

4.3 Compliance. The State shall be responsible for obtaining and shall obtain, at the State's sole cost and expense, all required Permits or obtaining the necessary Waivers, including, without limitation, waivers of applicable nurse and other professional staff ratio requirements. As of the Effective Date, State has either obtained all such required Permits or Waivers, or else State covenants that it shall obtain all such Permits and Waivers prior to commencement of Field Hospital operations at the Field Hospital location, and represents and warrants as of the commencement of the Field Hospital operations that all such Permits and Waivers, as applicable, are in full force and effect. The State shall maintain all such Permits and Waivers, as applicable, in full force and effect for the duration of the term of the Agreement.

4.4 Staffing. The State shall be solely responsible for the cost and expense of all of the staff, which may be through contracts with a third party staffing agency, such as a nursing agency or locum tenens physician staffing agency, or with medical groups such as those related to KFH and Dignity (if and to the extent those entities determine in their sole discretion that they have available resources to provide any such Staff). Notwithstanding any assistance Managers may provide to the State in identifying and negotiating for the procurement of staff, the State shall contract directly and pay for such staff.

4.5 Credentialing and Privileging. Field Hospital Administrators, on behalf of the State, shall be responsible for ensuring that the Licensed Healthcare Staff and Clinical Staff that it provides or contracts for have all appropriate licenses and certifications in the State of California and any medical or clinical competency in order for such Licensed Healthcare Staff and Clinical Staff to perform the functions assigned to them at the Field Hospital, including proof of adequate professional liability insurance, current licensure (including, if applicable, DEA licensure) and review of the relevant Medical Board records and queries from the National Practitioner Data Bank. Pursuant to Section 4.3, the State shall obtain such Waivers as necessary to limit the responsibilities of the Field Hospital regarding the credentialing and privileging process. The Field Hospital Administrators shall use Good Faith Efforts to identify concerns reflected the privileging and credentialing process in making decisions by the Field Hospital, on behalf of the State, to have such practitioners become members of the Licensed Healthcare Staff.

4.6 Challenges. State acknowledges that the COVID-19 Emergency has and may continue to present challenges in obtaining staff, PPE, Equipment, inventory and supplies and State, itself and through the Field Hospital Administrators may not be able to obtain resources. State acknowledges that the Field Hospital may only be able to operate to the level of such resources procured by the State and Field Hospital Administrators. The State acknowledges that Managers use such resources at their existing hospital locations and that Managers are not required to provide any such resources to the Field Hospital.

4.7 Pharmacy. The Management Committee will coordinate with the State in Good Faith in connection with developing a solution for pharmacy services, and the Operational Plan will address pharmacy services. The current intent is that Dignity shall provide or arrange for the provision of pharmacy services, to be further addressed in the Operational Plan. Should Dignity provide or arrange to provide such pharmacy services the State agrees to contract with Dignity Health, at the State's sole cost and expense. Managers shall have the authority to purchase or otherwise acquire such equipment and technical support as may be required to establish pharmacy functions as the Managers deem appropriate and necessary and such amounts shall be included in expenses reimbursed by the State.

4.8 Billing. State acknowledges that Managers are not providing billing or collection services on behalf of the State. If and to the extent the State seeks to obtain reimbursement from government, commercial or other payers, for healthcare, products or services at the Field Hospital, that shall be the sole responsibility of the State. Managers are not responsible for documentation requirements established by public or private third-party payers, and this is not a consideration in the State's obligation to fully reimburse Managers' costs and to cover all liabilities.

4.9 Lease Obligations. The State shall retain all responsibility, at its sole cost and expense, for performing all obligations of tenant under the Lease, including, without limitation, timely payment of all rent and other payments required under the Lease, performance of all maintenance and repair obligations under the Lease, and ensuring that the premises are maintained in good condition and repair.

4.10 Maintenance, Cleaning and other Services. The State shall retain responsibility, at its sole cost and expense, for the contract with Verity's maintenance, janitorial, cleaning and security crew at the Field Hospital location (or such other crews as the State may designate) to provide for the maintenance, janitorial, cleaning and security services at and for the premises and Equipment. Notwithstanding the foregoing, the State delegates authority to the Field Hospital Administrators to direct the personnel providing such services.

4.11 Medical Records. All medical records respecting healthcare services performed at the Hospital will be maintained as records of the Field Hospital and therefore the property of the State. The Managers shall have no obligation to undertake reporting or record keeping requirements, including without limitation any obligation to prepare or file cost reports or Annual Disclosure or other data reports with the OSHPD and shall not be required to keep and maintain records in accordance with the OSHPD accounting or recordkeeping requirements. Notwithstanding the foregoing, to the extent Managers have access to medical records in connection with the provision of the Emergency Facility Management Services, Managers will use Good Faith Efforts not to use or disclose medical information and protected health information of Field Hospital patients in a manner that violates applicable state and federal privacy Laws. Due to the emergency nature of the services under this Agreement, State acknowledges that the medical

records prepared by Field Hospital Staff may be limited and may not meet accepted standards, and Managers shall have no liability respecting the completeness or accuracy of any such medical records. Managers shall not be responsible for any billing

4.12 IT Solutions. The Parties acknowledge that there is currently no information system capability at the Field Hospital for pharmacy, lab, radiology or electronic medical record system available at the Hospital, and the Operational Plan will address possible IT solutions, but the State acknowledges that paper charts may be used. To the extent that KFH chooses to provide an IT solution to the Field Hospital, the State shall obtain such services from KFH or its Related Party and the State shall be solely responsible for the cost and expense of such IT solution. Managers shall have the authority to purchase or otherwise acquire such equipment and technical support as may be required to establish IT functions as the Managers deem appropriate and necessary and such amounts shall be included in expenses reimbursed by the State.

4.13 Utilities and Waste. The State shall retain responsibility, at its sole cost and expense, for arranging for continued payment of the utilities reasonably required for operation of the Field Hospital, including telephone, electricity, gas, water, and for refuse and medical waste disposal.

4.14 Additional Cooperation. The State will offer aid and assistance to the Field Hospital staff and the Managers in coordinating all Field Hospital services identified in the Operational Plan.

4.15 Verity Bankruptcy and Attorney General Requirements. The State shall retain sole responsibility for interfacing with the bankruptcy court and the California Attorney General in connection with the Verity bankruptcy.

4.16 No Conflicts; Consents. The State represents and warrants to Managers that the execution, delivery and performance by the State of this Agreement or any other Transaction Document to which it is a Party, and the consummation of the transactions contemplated thereby, do not and will not: (i) conflict with or result in a violation or breach of any provision of any Law or governmental order applicable to the State; (ii) require consent, approval, license, governmental order, declaration or filing with, or notice to, any Person (as defined below), including but limited to the California Attorney General or the bankruptcy court in connection with the Verity bankruptcy case (as of the Effective Date and ongoing); and (iii) conflict with or require the consent of Verity under the Lease.

5. LACDHS Responsibilities:

5.1 The Field Hospital shall not have an emergency department, shall not allow for walk-in admissions and shall not provide for outpatient services. Instead, the Field Hospital shall serve as a referral hospital for licensed public and private acute care hospitals in the Los Angeles area. LACDHS shall manage and coordinate these patient referrals as set forth in Paragraphs 5.2 and 5.3 below.

5.2 LACDHS will handle referrals from licensed public and private acute care hospitals in the Los Angeles area to the Field Hospital and arrange transportation at the State's sole cost and expense, and the State shall offer aid and assistance with coordinating referrals from these acute care hospitals in order to coordinate clinical severity and number of referral or transfers to deal with capacity issues that may arise.

5.3 LACDHS, through its Emergency Medical Services Agency Medical Alert Center ("MAC") shall coordinate patient transfer activities to and between all licensed acute care hospitals, including those directly operated by LACDHS, whose patients are to be placed for inpatient care at the Field Hospital or whose patients are being discharged from the Field Hospital to alternative levels of care, home or are deceased.

5.4 LACDHS shall ensure ambulance staffing and transport for these patients, which transport shall be at the appropriate level of care (e.g., basic life support or advanced life support) as patient condition dictates. The provision of all such staffing and transport services shall be at the State's sole cost and expense.

5.5 Standards and protocols for admission of patients to the Field Hospital shall be developed mutually between LACDHS' MAC and the Field Hospital Administrators. LACDHS shall use its best efforts to assist the State and the Field Hospital Administrators with social service and discharge planning functions to increase efficiency of bed usage for the maximum benefit of all patients. Accordingly, nothing in the foregoing shall be construed to require County personnel to provide social service and discharge planning functions.

5.6 No Party shall communicate about this Agreement or describe the services or the timing of the services or the Field Hospital in any media that is available to the members of the public or to public officials without the prior review and consent of the communication by all of the other Parties. All Parties shall reasonably cooperate to review potential communications in a timely manner. Subject to the terms of this Section 5.6, in recognition of the public-private partnership underlying this Agreement, LACDHS will provide public relations and media assistance, including but not limited to, press materials, press releases and media/press interviews related to the Field Hospital.

5.7 To the maximum extent provided by Law, the State shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

5.9 The State shall fund all costs incurred by the County. The County shall invoice the State monthly, in arrears, with invoices listing all costs incurred for the respective month, including staffing costs, supply costs as well as any and all other costs associated with the foregoing responsibilities. The State shall remit payment no later than sixty (60) days after receipt of each invoice. The State shall be responsible for all third-party billing and reimbursement. LACDHS shall provide the State with the following information to facilitate the State's billing and reimbursement: (a) relevant patient demographics through which the State may verify third-party coverage; and, (b) if applicable, the type of service rendered, such as ambulance transport. The State acknowledges and accepts that LACDHS does not have the ability and resources to document patient-level supply usage, staffing configurations and disease severity. Likewise, LACDHS does not have the ability and resources to provide "coding" or documentation to support itemized billing. Accordingly, the State accepts all financial risk associated with these limitations. Finally, LACDHS shall not be required to obtain prior authorization, conduct utilization management and/or undertake continued stay work.

6. Emergency Services Immunity; Indemnification and Release.

6.1 Services Pursuant to Emergency Declaration; Immunity. Managers are entering into this Agreement with the State solely to assist the State in connection with the COVID-19 Emergency and based on the mutual understanding that these are emergency services within the meaning of Government Code §8659, and in reliance on the provisions of this Article (including, without limitation, the indemnification, waiver and release provisions set forth below) as well as the provisions of California Government Code §8657(b) and California Civil Code §1714.5.. Accordingly, (i) the State will not assert a breach of this Agreement unless there is proof of bad faith on the part of the Managers, (ii) the State extends its sovereign immunity protections to Managers and their Related Parties to the maximum extent permitted by Law (taking into account the Emergency Declaration and Executive Order) and (iii) Managers and their Related Parties shall have no liability for any injury sustained by any person by reason of the services provided pursuant to this Agreement, regardless of how or under what circumstances or by what cause those injuries are sustained.

6.2 Indemnification. Except as otherwise expressly set forth in this Agreement, to the maximum extent permitted by Law, it is the intent of the Parties, and the State acknowledges and agrees, that the State will be solely responsible for all Losses in connection with the Transaction Documents. To the maximum extent permitted by Law, the State shall indemnify and defend and hold harmless the Indemnitees from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Indemnitees, directly or indirectly, based upon, arising out of, with respect to or by reason of (i) any breach by the State or LACDHS of any Transaction Document; (ii) the operation of the Field Hospital, including the provision of health care services and professional services provided at the Field Hospital; (iii) the Released Claims (defined below); (iv) any claim by any Person in connection with any Indemnatee's performance of its obligations under any Transaction Document, including without limitation in connection with any of the Managers' Emergency Facility Management Services; (v) any act or omission by a Manager or LACDHS in connection with the Field Hospital; and (vi) any non-compliance with applicable Laws respecting the operation of the Field Hospital and the Equipment, including, but not limited to, the failure to have in place all required Permits or Waivers respecting the Field Hospital and the Equipment and compliance with HIPAA and other privacy Laws. The parties acknowledge that certain types of claims, including but not limited to, malpractice claims, may not be asserted for several years after the expiration of the Term, and the foregoing indemnity is intended to cover any such claims whenever they arise. All of the terms and conditions of this Section 6, including, without limitation, the States' indemnification obligations and waivers, shall survive the expiration or earlier termination of this Agreement for any reason. Neither the immunity provisions of Section 6.1 nor general statements of the State's intent to assume responsibility for Losses under the Transaction Documents shall limit the indemnification provided for under this Section 6.2.

6.3 No Joint and Several Liability of Managers. The State acknowledges that the Managers are jointly entering into this Agreement at the request of the State for efficiencies and expediency in light of the COVID-19 Emergency, and but for the State's request, the Managers would not be entering into this four-Party Agreement, but rather separate agreements. Accordingly, the liability of the Managers under this Agreement is not joint and several, and the acts or omissions of one Manager shall not be attributable to the acts or omissions of the other Manager.

6.4 Release; Waiver. To the fullest extent permitted by Law, and without limitation on the immunity provisions in this Agreement, as of the Effective Date, in consideration of the mutual covenants and agreements contained in this Agreement, including the consideration to be received by the Releasing Parties pursuant hereto, each of the Releasing Parties irrevocably and unconditionally waives and releases any and all rights with respect to, and releases, forever acquits, and discharges each of the Released Parties with respect to any and all Released Claims. The State hereby covenants not to sue or to institute or cause to be instituted any action in any federal, state, or local agency or any court or other tribunal against the Released Parties that is related directly or indirectly to any of the Released Claims. If the State sues or otherwise institutes any such action, that action will be dismissed upon presentation of this Agreement to the applicable agency, court, or tribunal.

6.4. Civil Code Section 1542. The State hereby acknowledges that (i) it is familiar with the provisions of Section 1542 of the California Civil Code, (ii) this provision has been fully explained to the State by its legal counsel and (iii) it expressly agrees that the release set forth in this Agreement constitutes a waiver and release of any rights or benefits that the State may have against any Released Party with respect to the Released Claims, including but not limited to a waiver of any rights and benefits it may have under Section 1542 of the California Civil Code. Section 1542 of the California Civil Code provides:

A general release does not extend to claims that the creditor or releasing Party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released Party.

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State's Initials

6.5 Limitation of Liability; Reliance. NOTWITHSTANDING ANY OTHER TERM IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENTS TO THE CONTRARY, IN NO EVENT SHALL EITHER MANAGER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE IMMUNITY, INDEMNITY AND RELEASE PROVISIONS IN THE AGREEMENT SHALL BE INTERPRETED AS BROADLY AS POSSIBLE UNDER THE LAW, AND GIVING EFFECT TO WAIVERS AND OTHER PROVISIONS OF THE EMERGENCY DECLARATION AND EXECUTIVE ORDER. THE STATE REPRESENTS AND WARRANTS THAT THE EMERGENCY DECLARATION AND EXECUTIVE ORDER WAIVES RESTRICTIONS ON THE STATE'S AUTHORITY TO AGREE TO INDEMNIFICATION, AND SUPERCEDES THE STATE CONTRACTING MANUAL AND OTHER INDEMNIFICATION LIMITATIONS UNDER THE LAW, AND ACKNOWLEDGES THAT THE MANAGERS ARE ENTERING INTO THIS AGREEMENT IN RELIANCE ON SUCH REPRESENTATION AND WARRANTY AND THAT MANAGERS WOULD NOT ENTER INTO ANY TRANSACTION DOCUMENT ABSENT SUCH REPRESENTATION AND WARRANTY AND INDEMNIFICATION OBLIGATION INCLUDED IN THIS AGREEMENT.

6.6. Insurance. Without limitation on any of the other provisions of this Agreement, to the extent either or both of the Managers are able to obtain insurance with respect to liabilities that may arise in connection with their performance of this Agreement, the State will reimburse the Manager(s) for all costs and expenses of such insurance coverage, including brokers fees and any premiums to cover self-insured retentions including loss sensitive ("retro") premiums. The State will cooperate with Managers and assist Managers in acquiring such insurance.

7. Assignment; Subcontracts.

7.1 No Party may assign its rights or obligations under this Agreement without the consent of the other parties, which consent may be withheld in a Party's sole and absolute discretion. Notwithstanding the above, the Managers may subcontract for the provisions of certain of its services under this Agreement.

8. Further Assurances; Dispute Resolution Process.

8.1 Each Party agrees to execute any document or documents that may be reasonably requested from time to time by the other Party to implement or complete such obligations pursuant to this Agreement and to otherwise reasonably cooperate with such other Party in connection with the performance of such Party's obligations under this Agreement. The Parties acknowledge that they have had limited time to negotiate this Agreement due to the COVID-19 Emergency and the need to enter into an

Agreement for the Managers to perform the Emergency Facility Management Services as quickly as possible. Accordingly, the Parties will reasonably cooperate with one another to negotiate and enter into any reasonably requested amendments with one another to better effectuate the purpose and intent of this Agreement.

8.2 Any dispute concerning a question of fact arising under the terms of this Agreement that is not resolved within ten (10) calendar days by the Managers and the State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated Project Representatives for the Managers and the State (or designated representative) for joint resolution, and, if no joint resolution is reached within thirty (30) days, either Party may file an action with a state court located in Los Angeles County.

8.3 To the maximum extent allowed by law, the State waives any and all requirements of the Government Claims Act, consents to the Managers initiating actions directly in court including actions for money damages without first filing a claim under the Government Claims Act or otherwise, waives any defense based on the Government Claims Act in court litigation filed by the Managers, and waives the time frames in the Government Claims Act for initiating litigation or initiating a claim and instead agrees that the limitations periods under California law applicable in actions between private parties shall apply. Such waiver shall not apply to claims by a Manager against the State for breach of this Agreement, to the extent that no third parties (including, without limitation, Governmental Authorities, made a claim against the Manager for such breach. The Parties hereby expressly waive any rights to a jury trial to the extent permitted by Law.

8.4 The State hereby waives sovereign immunity with respect to any dispute asserted by the Managers against the State relating to this Agreement, to the maximum extent permitted by Law, including but not limited to the Emergency Declaration and Executive Order. Such waiver shall not apply to claims by a Manager against the State for breach of this Agreement, to the extent that no third parties (including, without limitation, Governmental Authorities, made a claim against the Manager for such breach.

8.5 The State will not assert a breach of this Agreement against one or both Managers unless there is proof of bad faith on the part of the Manager(s). In the settlement of any dispute, there shall be a presumption in favor of Manager(s) that the Manager(s) did not act in bad faith, with the burden on the State to prove, with clear and direct evidence, that the Manager(s) failed to act in Good Faith under these emergency circumstances.

9. Independent Contractor.

In entering into this Agreement, and in acting in compliance herewith, Managers and LACDHS are at all times acting and performing as independent contractors duly authorized to perform the services required of them hereunder as an agent of the State. Nothing contained in this Agreement or any agreements, instruments, documents or transactions contemplated hereby shall constitute or be construed to create a partnership, joint venture, or similar relationship between the State and the Managers, or their successors or permitted assigns. The Parties acknowledge and agree that (a) Managers and/or the Field Hospital Administrators shall have the authority to bind the State with respect to third persons to the extent they are performing their obligations under and consistent with this Agreement; (b) Managers' and Field Hospital Administrator's agency established with the State is, and is intended to be, an agency coupled with an interest; and (c) in performing the Emergency Facility Management Services, (i) Managers assume no independent contractual liability and (ii) Managers shall have no obligation to extend their own credit with respect to any obligation incurred in operating the Field Hospital or performing its obligations under this Agreement.

10. Federal Emergency Management Agency (FEMA) Requirements

10.1 Changes. Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of scope of work. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Agreement if both parties approve in writing.

10.2 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity or any other party pertaining to any matter resulting from the Agreement.

10.3 Program Fraud and False or Fraudulent Statements or Related Acts. Managers and LACDHS acknowledge the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Managers and LACDHS' action pertaining to this Agreement.

10.4 Clean Air Act. Managers and LACDHS agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Managers and LACDHS agree to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Managers and LACDHS agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.5 Federal Water Pollution Control Act. Managers and LACDHS agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Managers and LACDHS agree to report each violation to the State and understand and agree that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Managers and LACDHS agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.6 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Managers are required to verify that none of Managers and LACDHS' principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Managers and LACDHS must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State. If it is later determined that Managers or LACDHS did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). The contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Enclosed as Exhibit B is a copy of the Certification Regarding Lobbying that will be signed and submitted by each of the Managers and LACDHS at the execution of this Agreement.

11. Miscellaneous Provisions.

11.1 This Agreement may be modified or amended in writing only, signed by the Parties in interest at the time of the modification. No waiver of any term, provision, or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition, or right granted hereunder.

11.2 This Agreement is executed and intended to be performed in the State of

California, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the Laws of the State, without regard to principles of conflict of laws; provided however, that the State shall waive and hereby expressly waives any rights to assert sovereign immunity with respect to matters arising under or related to the Parties' performance under this Agreement to the maximum extent permitted by Law, including the Emergency Declaration and Executive Order, except as expressly limited in this Agreement.

11.3 In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.4 This Agreement, with its exhibits and attachments, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

11.5 This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. Counterparts to this Agreement may be delivered by facsimile or any other form of electronic transmission, and signatures provided on counterparts so delivered shall be considered originals for all purposes.

11.6 Each Party will designate a project representative (the "Project Representative") to act as that Party's primary contact for administrative matters under this Agreement, however the Project Representative will not have decision making authority unless expressly authorized by the applicable Party. The initial Project Representatives for each Party are as follows:

The State Attention: Cassie Dunham California Dept. of Public Health Licensing and Certification Program P.O. 997377, MS 3001 Sacramento, CA 95899-7377 Telephone: (916) 324-1261 Email: Cassie.Dunham@cdph.ca.gov	KFH Attention: Michael D. Rowe SVP/Chief Business Development and Strategic Relationships Executive KFH Foundation Health Plan and Field Hospitals One KFH Plaza, 19th Floor Oakland, CA 94612 Tel: (510)271-6349 Email: Michael.D.Rowe@kp.org
Los Angeles County Department of Health Services Attention: Phillip Franks Los Angeles County Department of Health Services Hospital Administrator II, Health Services Administration Director of System Operations and Support Services 313 North Figueroa Street, Room 901 B Los Angeles, CA 90012 Telephone: 213-288-8076 Email: PFranks@dhs.lacounty.gov	Dignity Attention: Joan Beach Dignity Health System Senior Vice President 185 Berry Street, Suite 300 San Francisco, CA 94107 Telephone (415) 438-5629

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Any Party may make change their designated Project Representative by giving written notice to the other Parties. Said changes shall not require an amendment to this Agreement.

Any notice, demand or communication required, permitted or desired to be given hereunder must be in writing and will be deemed effectively delivered when personally delivered or when actually received by recognized overnight courier, addressed as follows:

The State Attention: Cassie Dunham California Dept. of Public Health Licensing and Certifica- tion Program P.O. 997377, MS 3001 Sacramento, CA 95899-7377 Telephone: (916) 324-1261 Email: Cassie.Dunham@cdph.ca.gov	KFH Attention: Mark Zemelman SVP and General Counsel KFJ Foundation Hospitals/ Health Plan One One Kaiser Plaza, 19th Floor Oakland, CA 94612 Tel: 510-271-6803 Email: Mark.Zemelman@kp.org
	Attention: Michael D. Rowe SVP/Chief Business Development and Strategic Relationships Executive Kaiser Foundation Health Plan and Hospitals One Kaiser Plaza, 19th Floor Oakland, CA 94612 Tel: (510)271-6349 Email: Michael.D.Rowe@kp.org
	Dignity Dignity Health Attn: Legal Team 330 North Brand Blvd Suite 400 Glendale, CA 91203

	Los Angeles County Department of Health Services Attention: Phillip Franks Los Angeles County Department of Health Services Hospital Administrator II, Health Services Administration Director of System Operations and Support Services 313 North Figueroa Street, Room 901 B Los Angeles, CA 90012 Telephone: 213-288-8076
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11.7 All Recitals, Exhibits and Schedules attached hereto are incorporated herein by reference as if set forth in the body of the Agreement.

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IN WITNESS WHEREOF, the State and Managers and LACDHS have executed this Agreement in multiple originals as of the date written above.


<p style="text-align: center;">"STATE"</p> <p>THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH</p> <p>By:  Print Name: <u>Cassie Durham</u> Its: <u>Chief of Field Operations.</u></p>	<p style="text-align: center;">"KFH"</p> <p>KAISER FOUNDATION HOSPITALS, a California nonprofit public benefit corporation</p> <p>By: _____ Print Name: <u>Gregory A. Adams</u> Its: <u>Chairman and CEO</u></p>
	<p style="text-align: center;">"DIGNITY"</p> <p>DIGNITY HEALTH, a California nonprofit public benefit corporation</p> <p>By: _____ Print Name: _____ Its: _____</p>
	<p>Los Angeles County Department of Health Services, only with respect to the provisions of Sections 5, 7, 8, 9 and 11 of this Agreement</p> <p>By: _____ Print Name: _____ Its: _____</p>

EXHIBIT A

Compensation

Compensation & Invoicing.

1.1 The Managers are entering into this Agreement solely because of the COVID-19 Emergency, and to assist the State in the State's efforts to expand the delivery of healthcare services necessitated by the COVID-19 Emergency. Accordingly, it is the intent of the Parties that Managers not incur any direct expense in connection with this Agreement, and the State bear sole responsibility for, and to the extent practicable, pay directly for all expenses associated with the Field Hospital, including without limitation, all costs and expenses in connection with the Equipment, PPE, Field Hospital Administrators and other staff, services, supplies, inventory, IT infrastructure and services, contracted financial, legal or other professional consultants or advisors to the Managers and the State in connection with this Agreement (including attorneys' fees incurred by Managers in connection with the preparation and performance of this Agreement), all costs of obtaining and maintaining Permits and Waivers, and direct costs and expenses associated with Managers' respective performance of the Emergency Facility Management Services (collectively, the "Expenses"). To the extent the Managers directly incur any such Expenses, the State shall reimburse the Managers pursuant to this Exhibit A. The State will pay each Manager a monthly management fee of Five Hundred Thousand Dollars (\$500,000) (each, a "Management Fee" and, collectively with the Expenses, the "Reimbursement Amounts") in recognition of the substantial overhead costs each Manager has incurred and will continue to incur in connection with this Agreement and that are not otherwise included within the definition of Expenses. The Reimbursement Amounts shall be payable by the State in consideration for the services under this Agreement by the Managers as follows:

1.1.1 Management Fee. The State shall pay each Manager a Management Fee within three business days following the Effective Date and on the 1st day of every month during the Term.

1.1.2. Expenses. From time to time, but no more than monthly, each Manager shall provide an invoice to the State reflecting Expenses incurred by such Manager that were not previously submitted to the State for payment hereunder (the "Invoice"). Manager shall use Good Faith Efforts to provide readily available documentation for Expenses included in an Invoice; *provided*, that the parties acknowledge and agree that any such documentation is likely to be very basic in nature and not of the type or sort that a Party would expect to receive in normal operating circumstances. The State shall pay to each Manager the amount indicated in each Invoice in accordance with, and within the time specified in, the Prompt Payment Act, Government Code Chapter 4.5, commencing with Section 927.

Each Invoice shall contain the following identification information:

Agreement # 19-11070
Attention: Cassie Dunham
California Department of Public Health
Center for Health Care Quality, Licensing and Certification Program
MS 3001

PO Box 997377

Sacramento, CA 95899-7377

Schedule 1
Definitions

Definitions: As used in the Agreement, the following terms have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto.

“Clinical Staff” has the meaning set forth in Section 3.2.2(c) of this Agreement.

“COVID-19 Emergency” has the meaning set forth in Section 2 of this Agreement.

“COVID Services” has the meaning set forth in the recitals hereto. “Dignity” has the meaning set forth in the preamble hereto.

“Effective Date” has the meaning set forth in the preamble hereto.

“Emergency Declaration and Executive Order” has the meaning set forth in the recitals hereto.

“Emergency Facility Management Services” has the meaning set forth in Section 3.2 of this Agreement.

“Equipment” means beds, ventilators, PPE and other equipment that Managers deem appropriate for operation of the Field Hospital.

“Existing Equipment” means the equipment presently located at the Hospital location which was previously used by St. Vincent Medical Center.

“Expenses” has the meaning set forth in Exhibit A of this Agreement.

“Field Hospital” has the meaning set forth in the recitals hereto.

“Good Faith” or “Good Faith Efforts” means only those efforts that are reasonable under the circumstances given the Pandemic and the resulting COVID-19 Emergency and, with respect to Managers, without detriment to the operations of a Manager’s operations outside of this Agreement. The State hereby waives, disclaims and excuses performance of, and will not seek to impose upon, any Manager any other duty of care, efforts standard or similar concept.

“Governmental Authority” means any federal, state or local or any foreign government, legislature, governmental entity, regulatory, administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Indemnitees” means each of the Managers and their respective Related Parties and their respective Representatives.

“Invoice” has the meaning set forth in Exhibit A of this Agreement.

“KFH” has the meaning set forth in the preamble hereto.